

Muscatine CSD

AFSCME Council 61 (Support)

7/1/2005 6/30/2007

AGREEMENT

Between

Muscatine Schools

and

Local 1560, Council 61, American Federation of  
State, County, and Municipal Employees, AFL-CIO

Secretarial/Clerical/Aide/Paraeducator Employees

July 1, 2005- June 30, 2007

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# AGREEMENT

Between

Muscatine Schools

and

Local 1560, Council 61, American Federation of  
State, County, and Municipal Employees, AFL-CIO

Secretarial/Clerical/Aide/Paraeducator Employees

2005-2007

## PREAMBLE

This agreement entered into by Muscatine Schools, herein-after referred to as the Employer, and Local 1560, Council 61, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as Union, has as it's purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours, of work, and other conditions of employment required by law.

## ARTICLE I - RECOGNITION

### Section 1. Bargaining Unit

The unit for purposes of collective bargaining is secretarial, clerical, aide and Paraeducator personnel.

### Section 2. Dues Checkoff and Bargaining Unit Information

The Employer agrees to deduct the union membership dues from the checks of employees who individually request in writing that such deductions be made, beginning on the date of such employee election. The amounts and the methods to be deducted shall be certified in writing to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer five working days after such deductions are made. The employee's signature must appear on the authorization form for payroll deduction in order for it to be effective.

Such orders shall be terminable, with written notice to the Employer and the Union during a two (2) week period following the employee's seniority date. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

No other employee organization shall be granted a payroll deduction of dues for employees covered by this agreement.

The Employer shall submit to the Union with each remittance of deductions, a list of all employees having such deductions. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a computer disk, which, in a format agreeable to both parties, shows the bargaining unit employee's name, social security number, home address, payroll number and any other information mutually agreed to. Upon request the employer shall advise the designated local union representative of any changes in the membership or in the hourly work status of the bargaining unit or its incumbents.

The Employer shall advise the designated local Union representative, in writing, of the names, social security numbers, classifications, and addresses of all employees added to the bargaining unit and the names of the employees removed from the bargaining unit each payroll period. When no such personnel transactions occur between payroll periods, the Employer shall so state. The Union shall file the names of designated representatives for this purpose with the personnel office. The bi-weekly list shall be transmitted no later than one week following the end of each payroll period.

## ARTICLE II - MANAGEMENT RIGHTS

Except where specifically limited by the express language of this agreement, the District retains the sole and exclusive right and discretion to operate the schools in the manner it deems advisable. The exercise of such rights and discretion shall not be subject to any grievance procedure.

In addition to those provided by law, management rights include, but are not intended by either of the parties to be limited to, the following:

1. The right to determine school policies.
2. The right to assign work, working hours, and overtime. Non-bargaining unit employees, except for Supervisors of transportation, food services and technology shall not be assigned to perform bargaining unit work except in cases of emergency or for instruction.
3. The right to establish, modify, and/or change work schedules.
4. The right to establish methods, processes, and machinery and equipment to be used.
5. The right to direct the employees, including the right to hire, promote, demote, layoff and suspend.
6. The right to discipline and discharge for just cause.
7. The right to organize and reorganize the working force and the content of jobs.
8. The right to establish, amend, or delete job classifications and related pay grades as needs arise.
9. The right to establish safety, health, and security rules and measures.
10. The right to establish, modify, and enforce rules.
11. The right to introduce new or different methods and techniques of operation and the right to change or eliminate existing methods and techniques.
12. The right to subcontract work so long as no subcontract is for the purpose of replacing existing bargaining unit employees, unless the District shall first meet with the Union to discuss alternative methods for making continuation of the bargaining unit economically feasible.
13. The right to determine the supervisory force.
14. The right to transfer employees or to transfer work from certain employees to others.
15. The right to curtail operations in whole or in part.
16. The right to assign bargaining unit work to non-bargaining unit employees when necessary for the efficient operation of the district.
17. The right to take any and all measures for the orderly, efficient and economical operation of the School District, except as otherwise limited by this agreement.
18. The right to control the use of District property.
19. The right to determine the course and future of the schools.
20. The right to determine staffing levels in all job classifications.



## ARTICLE III - DISCIPLINE AND DISCHARGE

### Section 1. Discipline

Disciplinary action or measures shall be progressive, when applicable, and shall include only the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge (notice to be given in writing)

Disciplinary action may only be imposed on an employee for just cause.

Employees with good disciplinary records may redeem their employment offense by completing a year of satisfactory employment between offenses; i.e., an individual was given a warning on September 16, 1978, first offense. On November 8, 1978, the employee incurred a written warning for the second offense. The individual completed a satisfactory year of employment without additional warning and would, on November 8, 1979, be in the status of oral warning. Without additional offenses, the individual would have a clean slate on November 8, 1980. This policy does not apply to employees who have experienced continuing disciplinary problems.

The Union shall be sent a copy of all disciplinary notices (or notice of an oral reprimand) within three working days following the discipline.

Grievances involving a suspension or discharge may begin at Step III of the grievance procedure.

## ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1. Rights Grievance and Arbitration Procedure

Any written, alleged violation of an express provision of this contract, including the application, meaning, or interpretation of an express provision of this agreement, shall be settled in the following manner:

Step I. The employee shall first discuss the matter with her/his supervisor. The employee may elect to have the Union steward present if (s)he wishes.

Step II. The Union steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor (Building Principal, Director of Facilities, Technology Supervisor, Food Services Supervisor, or Transportation Supervisor) within ten (10) days of the date of the grievance or the date the employee should have learned of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) work days. A list of supervisors to whom grievances should be directed will be provided to the Union.

Step III. The Union with the employee may appeal the grievance by filing a written statement of the grievance to the Superintendent's designee (Director of Human Resources) within five (5) work days. (S)he shall schedule a meeting and respond in writing within five (5) work days.

Step IV. If dissatisfied with the Step III answer, the grievance may be appealed within five (5) work days to the Superintendent. The Superintendent shall schedule a meeting within ten (10) work days with the Union steward, the Council representative, and the employee in an attempt to settle the dispute. The Superintendent shall respond in writing within five (5) work days. The Board, at its discretion, may elect to sit with the Superintendent and hear the grievance at Step IV. A copy of the answer shall be sent to the grievant, the Union Steward, and the AFSCME/Council 61 Representative.

Step V. If the grievance still remains unadjusted, the Union or the District may appeal the grievance to arbitration by serving written notice to the Board of Education or the Union, as the case may be, within the ten (10) work days of receipt of the Step IV answer.

The Employer shall provide to the Union president a list identifying the names of each Step I and Step II supervisor.

If the parties mutually agree, the grievance may be processed during the steward's working hours, in which case the steward shall be paid for such time.

Grievances initiated as a result of discharge or suspension may be filed initially at Step III of the grievance procedure.

Arbitration proceedings shall be conducted by an arbitrator selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two names from the third panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator.

Only the cost of the arbitrator and expenses of the hearing shall be shared equally by the parties; the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost.

If the grievance is not appealed by the initiating party to the next step of the grievance procedure within the prescribed time limits, it shall be settled on the basis of the answer provided.

The Union shall be allowed to file group format grievances.

## Section 2. Interest Arbitration Procedure

If the parties should fail to reach agreement on any mandatory item in the negotiations, the Public Employment Relations Board shall be requested to provide a mediator for the dispute. It shall be the mediator's function to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.

If the impasse persists ten days after the mediator conducts the first mediation session, the impasse shall go to arbitration.

If the parties cannot mutually agree on an individual to arbitrate the impasse, the Public Employment Relations Board shall be requested to furnish a list of five (5) arbitrators. Each party shall have the right to reject two lists. The Employer and the Union shall alternately strike names from the first, second, or third list, as the case may be, until one remains, and that person shall be the arbiter. The first strike shall be by the Union.

The decision of the arbiter shall be final and binding on both parties to the extent required by law. The arbiter shall be requested to furnish such decision not later than fifteen (15) days after the beginning of the proceedings.

## ARTICLE V - SENIORITY

### Section 1. Definition

Seniority means an employee's length of continuous service in the secretarial/clerical/aide/Paraeducator bargaining unit.

### Section 2. Probation Period

New employees shall serve a probation period of ninety working days.

Prior to initial employment, the employee is required to provide a statement of physical fitness from a physician and a Mantoux test. The district will reimburse the employee, up to \$75 in FY-06 and thereafter when a receipt is presented for payment.

Other pre-employment fitness to perform examinations may be required. Such examinations, shall be specific to actual job requirements and essential functions of the job for which the applicant has applied and if required shall be paid in full by the district. Failure to meet the standardized medically valid criteria specific to the job requirements of the specific job for which the applicant has applied shall be valid grounds not to hire. However, the Americans with Disability Act (ADA) requirements for reasonable accommodations shall remain in force.

### Section 3. Seniority Lists

A seniority list by classification and hire date shall be posted quarterly (on or before January 8, April 8, July 8, and October 8). The list shall be considered correct unless the Union or the affected employee(s) challenge the accuracy of the list by contacting the human resource department and state the error(s).

### Section 4. Breaks in Continuous Service

An employee's continuous service will be broken by separation from employment for any reason subject to recall rights after layoff. Continuous service shall include the length of recall rights after layoff.

Employees shall lose their seniority and the employment relationship shall be broken and terminated in the following cases:

1. Accepted employee resignation.
2. Upon discharge for cause.
3. Absent for three consecutive workdays without employer approval, including failure to return from an approved leave. Approval shall not be unreasonably withheld.
4. Employee retires.

## ARTICLE VI - LAYOFF AND RECALL

### Section 1. Layoff

When an employee's position is eliminated, the employee shall be permitted to bump the least senior employee in the same classification in lieu of layoff; otherwise the employee will be laid off. The selection of which positions are eliminated is a management right. When more than one employee's position is eliminated, those employees will have the right to select, in seniority order from among the positions which will be opened up as a result of the layoff. The Union shall be allowed non-binding input into the determination of the positions to be eliminated, however the final determination rests with the District.

The following applies to employees in these classifications: Media Aide, Building Aide and Special Education Aide.

In the event of elimination of an entire classification listed above (with the exception of specially funded positions in these classifications), employees shall be allowed to exercise seniority rights to bump the least senior employees from a combined seniority list of all employees from the other classifications listed above.

In the event the least senior person has a gender specific or bilingual position and the employee being laid off does not meet the criteria for the position, the employee who is being laid off shall be allowed to bump the least senior employee who does not have such criteria; provided the employee bumping is more senior than the person being bumped.

### Section 2. Recall

Employees will be recalled to the classification in inverse order of reduction from the same classification. A laid off employee may elect not to accept recall without termination of recall rights if the position is for fewer hours than the position from which they are laid off. In the event that a laid off employee declines recall to a position with the same or greater hours than the position from which laid off, the laid off employee shall terminate recall rights, but shall retain seniority right for purposes of posting into vacant positions for 180 calendar days from date of decline. When an employee has been laid off they retain recall rights for two years from date of layoff.

In the event of layoff, the laid off employee shall be offered the opportunity to sign up for a fill-in list (in the employee's classification). The rate of pay for a laid off employee filling in shall not be less than the rate of pay the employee was making at the time of layoff, plus any contractual increases to the pay schedule or the rate of pay in the classification in which the work arises. The District shall make a good faith effort to allow laid off employees to fill in prior to the hiring of substitutes or temporary employees not on layoff.

## ARTICLE VII - JOB POSTING TRANSFER PROCEDURES

### Section 1 - Posting and transfer

Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification or as the result of the development of a new job classification, a notice of such an opening shall be posted on all Union bulletin boards for five (5) working days and a copy sent to the Union. The notice shall include rate of pay, work schedule, location, classification title, closing date, and minimum qualifications required for the job. Minimum qualifications may include successful testing, lifting requirements, bi-lingual skills and other minimum qualifications mutually agreeable.

Employees, who wish to apply for the opening, including employees on layoff from any classification, may do so. The application shall be in writing, and shall be submitted to the person signing the posting. When an employee applies for a posted position and has not removed his/her name by the close of the posting, the employee must accept the position, if offered. The Employer shall fill the opening by selecting from among the applicants the employee with the longest continuous service, provided s (he) meets the minimum qualifications for the opening.

Employee(s) who apply for postings without having attended District sponsored job specific training, (i.e., Muscatine Management, Level II Special Needs, Level II Media & Technology, Mandatory Reporter, Medication Dispensing, SASI, Nova Net FOLLETT, etc.) and have met all other minimum qualifications required by the position(s) shall be required to agree to attend such training the next time it is offered in the immediate area, i.e. Muscatine or no further than the Bettendorf AEA as a condition of being granted the position. The employee who then fails to attend such training, no longer meets the minimum qualifications of the position and it is up to the District to determine if the employee may continue to hold the position; otherwise they are laid off.

Please read the special waivers from the testing that may affect whether or not you must take and pass the standardized examination in Appendix D.

District positions in this unit shall be posted in a timely fashion unless the District provides written notice to the bargaining unit chairperson of the need for a legitimate delay.

### Section 2 - Intra-building Additional Hours Offering Procedure

Contrary to the above, in the event the district is in need of additional bargaining unit work and in the event that the needed work does not exceed two (2) hours in duration, the district will first offer the time on a seniority basis to unit members at that facility who meet the minimum qualifications.

### Section 3 - Trial Period

When the employer believes that the most senior applicant does not meet the minimum qualifications for the open position, the person, the immediate supervisor and the chapter chairperson shall be notified in writing via email or school mail, by the Director of Human Resources (or his/her designee), of the opportunity to decline transfer or accept a trial period in the position. The employee who meets minimum qualifications does not have the option of requesting a trial period. The classification titles of Administrative Services, Secretary and Clerk shall have a 20 working day trial period while all other classifications shall have a ten working day trial. The trial period commences the first day the employee is in the position, unless the district provides written notice to the bargaining unit chairperson of the need for it to start on a different day. The trial period, if elected, shall consist of the following:

If the Director of Human Resources determines that minimum qualifications testing will be required to demonstrate that the applicant meets the minimum qualification for the position, the testing shall take place on the last day of the trial period unless the district and the applicant mutually agree for the test date to be modified.

Day One (1): Employee, union representative (unless employee does not desire union representation), immediate supervisor, principal and/or administrator, shall go over minimum job qualifications for the position and a set of specific expectations.

The employee shall receive a formal observation in the new assignment at least once within the first five (5) days of employment and at least once during the final five (5) day period.

Mid-point: Employee, union representative (unless employee does not desire union representation), immediate supervisor, principal and/or administrator, shall meet for approximately fifteen (15) minutes. This group shall discuss progress with the employee and provide a written summary of suggestions for improvement. Employee and immediate supervisor shall sign the summary and both retain a copy. Employee signing does not imply agreement, but that the summary was discussed by the parties

Last Day: Supervisor shall meet with the employee, union representative (unless employee does not desire union representation), immediate supervisor, principal and/or administrator, shall meet for final trial period review and will deem whether the employee meets minimum qualifications for position. In the event Employer deems the employee was unable to meet minimum qualifications, the supervisor shall establish in writing the minimum qualifications not met and rationalization for such accusations. Employee will have twenty-four (24) hours to decide to return to the previous position or to schedule a hearing. In the event the hearing option is elected, then a hearing shall be promptly scheduled and will include the supervisor, employee, Union representative, one (1) representative selected by the bargaining unit, Director of Human Resources and Special Ed Director (if position is in Special Ed Classification). Principal may be included if desired, but hearing will include no more than three (3) representatives from bargaining unit and three (3) representatives from the District. Members attending shall discuss the affected employee's abilities to meet minimum qualifications for the position. All parties are bound by the final decision of the Director of Human Resources.

At any time during the trial period, the Human Resource Director in consultation with the supervisor can deem the employee qualified or the employee can request to return to previous position.

#### Section 4 - Recall

After a posted position remains vacant by bargaining unit transfer, the District shall allow employees on layoff to exercise recall rights.

#### Section 5 - New District Employee Testing

Prior to employment, new employees to the District shall be required to take and pass a comprehensive written examination that can objectively determine both math and verbal/reading scores. A composite of 12<sup>th</sup> grade is required for passage.

#### Section 6 - Probationary Limitations

During the first ninety (90) working days of employment, an employee will not be eligible to apply for such vacancies unless doing so to increase hours and not vacate current position. Provided, however, upon proof of satisfactory service the Director of Human Resources may waive the transfer limitation after forty-five (45) working days.

#### Section 7- Temporary Job Openings

Temporary job openings are defined, as job vacancies that may periodically develop in any job classification that do not exceed forty-five (45) working days. Employees assigned to temporary job openings shall be paid the wage rate and scale rate established for the job, or their own wage rate, whichever is higher.

#### Section 8 - Minimum Qualifications Test(s)

The Director of Human Resources shall establish all minimum qualification tests. Any tests so established shall be an accurate measure of the employee's ability to meet actual daily requirement of each position.



## ARTICLE VIII - WORKING DAY

### Section 1. Work Day

The building principal and/or employee's supervisor shall establish the normal workday within the total yearly hours projected for the position. Flexible work schedules shall be permissible provided they are approved in advance by the supervising administrator.

### Section 2. Work Week

The workweek shall begin at 12:01 a.m. Sunday and end at 11:59 p.m. Saturday.

### Section 3. Lunch

All employees who work for more than four (4) hours shall have a minimum of one-half hour of duty-free, non-paid lunch hour.

### Section 4. Overtime

Overtime shall be paid, at the rate of time and one-half, for all hours worked over forty hours per week in pay status.

### Section 5. Breaks

Individuals working less than four (4) hours per day do not receive paid breaks. Individuals working four (4) hours or more but less than six (6) hours per day will be entitled to fifteen (15) minutes of paid break time per day. Individuals working six (6) hours or more but less than seven (7) hours per day will be entitled to twenty-five (25) minutes of paid break time per day. Individuals working seven (7) hours or more per day will be entitled to thirty (30) minutes of paid break time per day. Such break times will be scheduled by the immediate supervisor.

Employees are considered on duty at all times that they are not on their scheduled duty free lunch or paid break(s).

### Section 6. Payment

Employees will be paid for the hours that they work and have been approved by their supervising administrator.

### Section 7. Calendar

During May of each year, the Employer will post a calendar for the following year which may be revised and an assignment chart showing working days per month and hours per day which may be revised also.

## ARTICLE IX - HOLIDAYS

All unit personnel working less than a twelve (12) month basis shall be paid for eight (8) holidays:

- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Day
- President's Birthday
- Good Friday
- Memorial Day

All unit personnel working on a twelve (12) month basis shall be paid for eleven (11) holidays.

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Christmas Eve
- New Year's Day
- New Year's Eve
- President's Birthday
- Good Friday
- Memorial Day

Should any of the above holidays fall on a Saturday or Sunday, the Friday preceding or Monday following shall be designated as the holiday.

Employees who perform no work on a holiday shall be paid eight (8) hours of their regular hourly rate of pay unless their regular work day is more or less than eight (8) hours, in which case the employee will receive their regular rate of hourly pay for the hours they regularly work. Employees who are required by their supervisor to work on a holiday will be paid, in addition to their holiday pay addressed in the sentence above, time and one half (1 1/2) their regular hourly rate of pay for all hours worked.

## ARTICLE X - WAGES AND FRINGE BENEFITS

### Section 1. Salary

All personnel shall be paid the salary of their designated classification as listed below:

#### 2005-06

	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
Year 1	\$12.22	\$11.81	\$11.44	\$11.24	\$ 11.14
Year 2	12.32	11.83	11.54	11.34	11.24
Year 3	12.42	11.93	11.65	11.44	11.34
Year 4	12.62	12.32	12.02	11.82	11.72
Year 5	12.65	12.36	12.05	11.84	11.74
Year 6	12.77	12.40	12.08	11.87	11.77
Year 7	12.87	12.50	12.12	11.89	11.79
Year 8	12.97	12.60	12.22	11.95	11.85
Year 9	13.01	12.62	12.27	12.01	11.88
Year 10	13.03	12.65	12.29	12.06	11.91
Year 11	13.05	12.75	12.34	12.12	11.96
Year 12	13.15	12.85	12.44	12.17	12.01
Year 13	13.26	12.95	12.54	12.25	12.12

#### 2006-07

	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
Year 1	\$12.61	\$12.19	\$11.81	\$ 11.60	\$ 11.50
Year 2	12.72	12.21	11.91	11.71	11.60
Year 3	12.82	12.32	12.03	11.81	11.71
Year 4	13.03	12.72	12.41	12.20	12.10
Year 5	13.06	12.76	12.44	12.22	12.12
Year 6	13.18	12.80	12.47	12.25	12.15
Year 7	13.29	12.90	12.51	12.27	12.17
Year 8	13.39	13.01	12.61	12.34	12.23
Year 9	13.43	13.03	12.67	12.40	12.26
Year 10	13.45	13.06	12.69	12.45	12.29
Year 11	13.47	13.16	12.74	12.51	12.35
Year 12	13.57	13.27	12.84	12.56	12.40
Year 13	13.69	13.37	12.95	12.65	12.51

Classification		
<u>Pay Grades</u>	<u>Letters</u>	<u>Classification Titles</u>
1	A	Administrative Services
2	B	Secretary
3	C	Clerk
3	D	Hearing Interpreter
4	E	Special Education Aide
4	F	Media Aide
5	G	Building Aide

Year 1 - date of hire to end of first fiscal year

Year 2 - start of second fiscal year to end of second fiscal year

Year 3 - start of the 3rd fiscal year to end of 3<sup>rd</sup> fiscal year etc.

## Section 2. Longevity

Additional compensation will be paid to an employee based on years of employment with the Muscatine Community School District (and former county/area school employment if those areas have been consolidated into the Muscatine District.)

Years 12 - 13.....	15 c per hour
Years 14 - 15.....	20 c per hour
Years 16 - 17.....	25 c per hour
Years 18 - 19.....	30 c per hour
Years 20 - 21.....	35 c per hour
Years 22 - 23.....	40 c per hour
Years 24 - 25.....	45 c per hour
Years 26+.....	50 c per hour

## Section 3. Pay Dates and Computations

All classified employees will be paid twice a month on the 1st and 15th, or the last working day prior to those dates providing the pay check is not presented for payment prior to the 1st or 15th.

Payroll time cards shall be completed and signed by each employee for each pay period. All over-time, deductions, etc., are included with the days worked as follows:

- 1st of month to 15th of month -- paid on the 1st of the following month
- 16th of month to 31st of month -- paid on the 15th of the following month

Nine (9) month employees will have their payroll checks delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative Office. Nine (9) month employees desiring to receive their checks during June, July and August by mail will have their envelope deposited in the US Mail the night prior to the scheduled pay date or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their check delivered to the employee's building. The business office cannot be responsible for any delays in the delivery by mail if the employee's check is not received the following day.

Employees may elect to have their paychecks submitted by electronic fund transfer to a single bank account at a single bank of their choice. This practice shall be without charge to the employee so long as the cost per transaction does not exceed the cost of a first class postage stamp. Those who choose electronic fund transfer and are nine (9) month employee's will have their payroll stubs delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their payroll stubs delivered to the employee's building. Nine (9) month employees will receive their pay stubs by mail during June, July and August unless they choose to receive them at the Administrative Office. The business office cannot be responsible for any delays in the delivery by mail if the employee's pay stub is not received the following day.

#### Section 4. 12 Month Pay

Employees working less than a 12 month basis and who have completed their second school year of employment may elect to receive their wages paid on a 12 month basis. Persons utilizing the 12-month pay system will have their twenty-four pays adjusted each August 15th, December 15<sup>th</sup> and June 15th. The district reserves the right to limit this plan to employees who have stable hours and complete all paperwork on a timely basis. (example: An employee who starts employment 3-1-05 can start twelve (12) month pay beginning on 7-1-06.)

#### Section 5. Employment Practice (Substitutes)

Substitutes will be paid at the substitute rate established by administration. After a substitute works for 200 hours in any academic year, s(he) will begin to receive an increase in pay.

Please see Appendix F Sidebar on page 50 of this agreement.

#### Section 6. Medical Examinations

The district will pay for a physical examination it requires administered by a physician of its choice. The employee may secure the required physical exam from a physician of their choice and the district shall reimburse the employee not to exceed \$75 in FY-06 and thereafter.

#### Section 7. Building Aide Differential

Building aide classification employees who work in a position, which is scheduled for 6.0 hours or more per day for 120 days or more school days each fiscal year shall receive a \$.05 pay differential for all hours worked during each day.

#### Section 8. Paraeducator Generalist Certification

Please see Appendix E Sidebar on page 49 of this agreement.

## ARTICLE XI - INSURANCE AND OTHER BENEFITS

### Section 1. Life Insurance

1. Employees who work 12 months and 35 hours or more per week receive \$25,000 + ADD.
2. Employees who work less than 12 months and 35 hours or more per week receive \$20,000 + ADD
3. Employees who work less than 12 months and 30 hours or more per week but not 35 hours or more week receive \$15,000 + ADD.

Employees who qualify for life insurance under the above may elect to purchase an additional amount up to three times their annual salary.

### Section 2. Health and Accident Insurance

The district pays the full cost, less one dollar per year for all employees specified herein. There shall be a 30 day waiting period for all new employees. The monthly premium will be paid for the summer months when the employee does not have a paycheck. Should the employee have a payroll deduction for the health insurance family plan, such employee shall send to the Muscatine Community School District the premium, payable to the named insurance company, for the months in which the individual does not receive a paycheck. Payment for continuing coverage of the family plan shall be paid by the 20th of each month.

For employees electing to receive dependent coverage, the District shall contribute \$50 monthly towards the cost of dependent coverage.

The District shall not lower benefit levels to maintain lower employee costs. Insurance terms and conditions in existence as of 7/1/05 shall remain in effect unless mutually agreed to the contrary between the District and the Union.

The hourly requirement was raised from 20 to 30 hours during the 1974-75 year. The hourly requirement was raised from 30 to 35 hours per week July 1, 1994. The following provisions apply to health insurance.

1. Employment of 35 hours or more per week for any employee commencing work after July 1, 1994, to qualify for coverage.
2. Employment of 30 hours or more per week for any employee commencing work after July 1, 1975, to qualify for coverage.
3. Employees working a scheduled week of 20 or more hours prior to July 1, 1974, shall continue to be covered.
4. Should an employee qualifying for insurance be reduced in hours by management to less than:
  - 35 hours if employed after July 1, 1994
  - 30 hours if employed after July 1, 1975, but before June 30, 1994
  - 20 hours if employed prior to July 1, 1975said employee shall continue to have her/his insurance coverage for the next three (3) months.

5. Should an employee qualifying for insurance request and be granted a reduced work week to less than 35 or 30 hours respectively, insurance coverage shall be terminated at the end of the month that the individual begins working the shortened work week.

### Section 3. Long Term Disability

Effective July 1, 2000, the Employer shall pay the cost of long term disability insurance for employees working 30 hours or more per week which shall provide disabled employees with 70% of their base salary during the term of their disability to age 65. Such payments shall begin 90 calendar days after the commencement of the disability or after an employee has exhausted all unused sick leave benefits, whichever comes later. The provisions of the policy shall be set forth in the insurance document, a copy of which shall be furnished to the Union.

### Section 4. Benefit Qualification

Any regularly scheduled hours that are worked within any MCSD position shall count for purposes of determining benefit eligibility. Qualifications for benefits are subject to the specific unit in which the most hours are worked. Benefits are charged to the unit in which the employee has the most hours.

## ARTICLE XII - LEAVES OF ABSENCE

- A. All leaves are pro-rated if an individual begins work after the normal starting date, e.g. an employee begins work at the end of the first semester and would receive 5 days sick leave until the end of the school year, not 10. A day of leave is considered the individual's normal working day, e.g. a person working 4 hours per day would receive 4 hours sick leave pay and would be reduced 1 sick leave day on his total accumulated balance.
- B. Any and all leave may be taken in increments of 1/2 day; except for school bus drivers who may take them in increments of 1/3 day if they drive three regular routes per day. A person working two (2) positions daily for the district shall treat each position individually and may not use personal leave in blocks of less than two hours.
- C. An employee shall report their intention to be absent from duty to their immediate supervisor or designee in a manner that is reasonable and acceptable to their immediate supervisor.
- D. The term household, as used in this article, shall mean all persons of whatever ages, whether related or not related, who habitually reside in the same household as a group.
- E. Employees shall be given a written accounting of accumulated leave with each salary payment.
- F. An employee who is unable to continue work because of a personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability up to a maximum of 365 calendar days. The employer may grant an extension of leave for these reasons at its discretion.

As an alternative, employees may request and may be granted a leave of absence up to a maximum of 180 calendar days prior to exhaustion of sick leave. The employer may grant an extension of leave for these reasons at its discretion. (So long as the employee understands that no benefits nor leave is earned or paid while they are on non-paid leave.)

- G. The board agrees to continue to pay all fringe benefits provided by this agreement for the duration of any paid leave.

- H. Return from leaves:

Except as noted elsewhere in the contract employees, except bus drivers, returning to work from a non-paid leave to work within thirty (30) working days shall be entitled to return to their previous position; employees returning after thirty (30) working days shall be allowed to bump the least senior employee, in the same classification, providing the returning employee has seniority.

Employees returning from a paid leave return to the position from which they left.

Employees returning from an FMLA eligible leave, however, shall be returned to the position from which they left, regardless of any other language herein.



1. Sick Leave:

- A. All employees shall be entitled paid sick leave days on the date of hire and on July 1st of each subsequent year based on the following schedule.

10 days the first year  
11 days the second year  
12 days the third year  
13 days the fourth year  
14 days the fifth year  
15 days the sixth and subsequent years

Unused sick leave shall be accumulated from year to year with a 135 day limit. While no more than 135 days may be accumulated, an employee using the entire allotment because of an extended illness during any one year shall be credited with the sick leave days remaining in the current year to which (s)he would otherwise be entitled. In other words, a person may have earned, accumulated and then use up to 150 days in any one year.

- B. Sick leave shall be defined as the absence of an employee from their regularly assigned duties as a result of the employee's and or employee's immediate household member's illness, injury or disability, and or the serious illness, injury of disability of the employee's spouse, mother, father, mother-in-law, or father-in-law, child or grandchild.
- C. Sick leave used as a result of an immediate household member's illness, injury or disability, or the serious illness, injury, or disability of the employee's mother, father, mother-in-law, or father-in-law, child or grandchild will be limited to five (5) days.
- D. An employee may use up to two (2) days of their sick leave for physical or dental examinations. [Employees undergoing follow-up therapeutic treatment, e.g., chemotherapy, are not limited in their use of sick leave up to their maximum accumulated.]

2. Personal Leave:

At the beginning of every school year, each employee shall be credited with two (2) paid days to be used for the employee's personal leave. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day(s) shall notify his immediate supervisor or designee at least one day in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave when requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leave on such days.

3. Jury and Legal:

Any employee called for jury duty during school hours or who is subpoenaed to appear before any district court shall be provided such time. The employee may choose to:

Not be paid for the time off and retain any pay from the clerk of courts

Or

Accept full pay from the district for normal working hours for the time off and shall turn over any pay received from the clerk of courts to the district.

4. Bereavement:

Up to five (5) paid working days leave at any one time for the death of the employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-child, step-parent, step-brother, step-sister, or any other member of the employee's immediate household; and up to three (3) days for son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew, provided the employee attends and/or makes arrangements for such funerals.

Bereavement leave for death of a friend(s) not to exceed more than one full day or two (2) half days per year. In the event of the death of an employee or student in the Muscatine School District, the immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

5. Emergency Leave:

Up to three (3) paid days of leave with full pay for emergencies may be granted to employees during each school year.

An emergency is a condition which requires the presence of the employee. The type of absences for which emergency leave may be approved are:

- a. Accident involving his/her property, or the person or property of a member in his/her immediate family (spouse, parent, child, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, of such an emergency nature that the immediate presence of the employee is required during the working day.
- b. Serious or critical illness of a member of the immediate family, as defined above, calling for the services of a physician and of such an emergency nature that the immediate presence of the employee is required during his/her working day.
- c. Other real emergencies, not specified above, which require the presence of the employee.

6. Selective Service Physical:

Employees called for selective service physical examinations shall be excused without loss of pay for such purposes.

7. Association leave:

Each of the Chapter 20 bargaining units shall have these rights. Up to three (3) employees per year may be granted leave for up to two (2) weeks each for official Union business. The district shall not pay for such time off and may limit the number of employees taking leave at any time if the district is unable to provide for performing the employee's job duties in their absence.

Employees who choose to do union work which takes them away from their employment for an extended period of time with the employer shall, at the written request of the union, be granted an unpaid leave of absence. The leave of absence shall not exceed two years.

8. Professional conferences:

The board agrees to provide, upon written application by the employee and written approval by the superintendent or designee the appropriate expenses for employees who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses as well as the cost of the substitute needed to relieve the participant.

If the District adds a training requirement to a person already in a position, the employee will be in pay status and will be reimbursed for applicable expenses for attending the training.

Attendance at training to meet the minimum qualifications(s) of a position when the applicant/employee does not currently hold the position shall not require wage payment for the employee nor require any out-of pocket expense for the employee but shall include meals and/or an expense stipend.

9. Worker's Compensation Leave:

The district shall provide worker's compensation insurance for employees injured on the job who are unable to work. Individuals injured on the job and qualifying for lost time benefits may not receive sick leave benefits and worker's compensation benefits at the same time.

If a work related injury forces the employee to miss work up to three (3) days, the district shall pay for such days but shall not charge the days to sick leave.

Worker's compensation leave is considered paid leave, so that any rights and benefits shall continue while the employee is healing.

10. Civic Duty Leave:

Employees elected to public office shall be granted a leave of absence without pay for the period of time they serve in office.

11. Voting Leave:

Employees shall be granted the necessary time to vote as provided under the Iowa Code.

12. Military Leave:

A leave of absence and pay for such leave shall be granted for any period of active state or federal military service as provided by the Iowa Code.

On completion of such military service, the employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken. Any employee whose military leave exceeds a continuous period of six months shall make application for reinstatement to the superintendent or his/her designee and return to employment within ninety (90) calendar days after termination of such military service.

13. Family Medical Leave:

Employees covered under this contract shall be covered under the federal Family Medical Leave Act (FMLA). This act provides for certain guaranteed leaves and benefits during and after said leaves. Leaves granted for similar purposes under other provisions of the contract shall run concurrently with, but not be in addition to, those provided by FMLA. Employees may inquire about FMLA at the district office of Human Resources.

14. Parental:

All school employees shall be eligible for parental leave, not to exceed the duration of the school year, in which it is taken, without pay except where sick leave is applicable, subject to the following conditions:

- A. Notification: The employee shall notify the superintendent or designee in writing as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave and indicating the anticipated length of such leave. If differences of opinion exist regarding ability to perform duties, such shall be resolved by a written statement by the employee's attending physician. The district shall be entitled to extend said leave to the beginning of the following school year.
- B. Return rights: The employee shall return to previously held position upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to work, the employee shall assume all previous rights and privileges.
- C. Benefits: All benefits, including insurance, shall be paid by the employee beginning with the effective date of leave for so long as the leave is extended, except as provided under FMLA.
- D. Pay: Employees on such leave retain their seniority for purposes of pay.
- E. Sick leave use: Sick leave may be used by the employee only in the amount of accumulated sick leave and not beyond such time that a physician designated by the board, if the board desires a second opinion, certifies the employee physically or mentally disabled.

- F. Other leave in conjunction with FMLA may apply and it may or may not be paid leave, based upon what accumulated paid leave the employee has available to them. Such unpaid but approved leave is approved after all other paid leave has been exhausted.
- G. Adoption: In cases of adoption of a child, these policies shall apply where applicable.

15. Family Illness:

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the board.

16. Educational Improvement:

A leave of absence without pay for up to one (1) year may be granted to an employee, upon application, for the purpose of engaging in study at an accredited college, university or trade school reasonably related to their responsibilities.

17. Other leaves:

Other leaves of absence without pay, not to exceed 180 calendar days, may be granted by writing and requesting such approval from the superintendent or his/her designee. The employer may grant an extension of leave for these reasons at its discretion.

## ARTICLE XIII - VOLUNTARY PAYROLL DEDUCTIONS

### Section 1. Annuities

Employees may purchase an annuity from any company of their choice. Each employee shall be limited to two annuity companies. The proper forms may be filed anytime up to ten (10) days prior to the October 1st and April 1st pay date. Each employee is limited to one change (start, stop, increase or decrease amount) per calendar year as per Internal Revenue regulations. Maximum contribution to all annuity companies may not exceed IRS regulations, usually 20% of the employee's gross salary.

### Section 2. United Way

Start, stop, or make changes on appropriate United Way deduction cards. Equal monthly deduction beginning in January and terminated either six months (June) or twelve months (December) later.

### Section 3. Medical Insurance

Deduction for dependent insurance on the 1st and 15th payday provides coverage for the current month. Starting or stopping coverage shall be done prior to the first day of the month in which you desire coverage. Increasing or decreasing the number of dependents covered under the dependent medical insurance may be done at any time.

Employees desiring dependent insurance other than at the time of initial enrollment must submit "late enrollee" application to the insurance carrier. Upon receiving approval from the insurance carrier, the dependents shall be provided coverage commencing the first day of the following month. Dependent coverage must be in effect for coverage on newborn children. Newborns are automatically covered for 30 days.

Please see APPENDIX "A" for other information regarding health insurance!

### Section 4. Optional Life Insurance

Employees may purchase optional life insurance in an amount up to 3 times their annual salary at their own expense in accordance with the provisions of the applicable policy.

### Section 5. Retiree Medical Insurance

Employees qualifying for medical insurance may be able to remain on the District sponsored health policy at the time of retirement. Retired employees are responsible for payment of the required premium. Contact the business office for details.

#### Section 6. Other

Employees will be informed of other plans or programs jointly approved by the classified groups and the Board.

#### Section 7. Credit Union

Credit union contributions will be withheld with proper authorization from the credit union. Employees may change their credit union contributions a maximum of two (2) times per year; September 1st to 15th and May 1st to 15th.

#### Section 8. P.E.O.P.L.E. Deduction

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

#### Section 9. IRS Section 125- Flexible Spending Plan

Employee shall be eligible to participate in an IRS Section 125 Flexible Spending Plan, with terms and conditions as explained in Appendix A, uniform language Employee Insurance Benefit Plan.

## ARTICLE XIV - VACATION

### Section 1. Allocation

All personnel working a twelve month basis shall have earned paid vacation based upon anniversary date of initial employment, as follows.

In the event that a 12 month employee has worked as a 9 month employee, all years of service shall be counted in determining the applicable vacation benefit.

5 days	Hire date (Prorated at date of hire to 7-1-XX.)
10 days	The next 7-1-XX though 4th anniversary
15 days	5th year of service through 12th anniversary
20 days	13th year of service through 19 <sup>th</sup> anniversary
25 days	20th year of service and any subsequent year

Jill Snow is hired November 5, 1999 and is issued 3.5 days of annual leave representing the 8 ½ months or 67% of the allotment for her first year on the job. On July 1, 2000 she will get ten days because she is starting her second fiscal year and so forth. On July 1, 2001 another ten days, on July 1 2002 another ten days. On 7-1-03 she will get 15 days of annual leave because she is beginning her 5<sup>th</sup> fiscal year.

Employees resigning their positions or laid off from their position during the anniversary year shall be entitled to use or be paid for the pro-rated number of days of vacation.

### Section 2. Scheduling

Vacation time, in excess of one week, may be taken one day at a time. Vacations shall also be scheduled at a time when it is not necessary to provide another individual to cover the normal work load of the employee on vacation.

All vacation days must be used in the year earned. No vacation days shall be carried forward into the successive year.

No paid annual leave shall be granted during the last five working days preceding the first day of school.



## ARTICLE XV - GENERAL PROVISIONS

### Section 1. Classification Studies

The Employer shall inform the Union of any classification studies which may be conducted during the term of this agreement. Rates of pay established by the Employer as a result of such studies shall be subject to the grievance procedure.

### Section 2. Union Bulletin Boards

The Employer agrees to maintain one bulletin board in a convenient place in each building to be used by AFSCME for intra-union business.

AFSCME shall not post notices and bulletins to such bulletin boards until after receiving approval from the Superintendent, except for lists of members, meeting notices, and notices to employees which are not political in nature, detrimental to the Employer, or inflammatory in nature, which may be posted without prior approval.

### Section 3. Activity Passes

Each employee at her/his option shall receive an activity pass good to all general admission events, sponsored by the Muscatine Community School District. This pass will admit the employee and companion.

If the District requires the employee's services during such an event, due to unforeseen circumstances, the employee will provide the assistance required when in attendance.

### Section 4. Early Release/Late Start Days-Weather Related

If schools are closed early due to weather conditions, then 9-month employees (other than special education bus aides) may leave after the students have been safely released to their parents/guardians and school busses. All other employees shall be dismissed when released by their building administrator.

If schools start late due to weather conditions, then 9-month employees (other than special education bus aides) shall only be required to report to work thirty (30) minutes prior to the late start time of their respective school. All other employees shall report to work at their regularly scheduled starting time.

Employees who are scheduled to work 5 ½ hours or more on a day during which weather related early closing and/or weather related late start day occurs shall suffer no loss of daily pay. Employees who are scheduled to work less than 5 ½ hours on a day during which a weather related early closing and/or weather related late start occurs shall be allowed to make up any loss of scheduled work hours.

### Section 5. School closings

If a school day is cancelled for any reason, all less than 12-month employees shall make up the day, if it is made up, on the date set by the school board. All 12-month employees may use personal leave, annual leave, work or make other arrangements regarding this loss of work time with their immediate supervisor.

In cases of school closings employees shall be allowed to make up any loss of scheduled work hours.

## Section 6. District scheduled early dismissals or late starts

On district scheduled early dismissals or late starts all 9-month secretaries and clerks and all 12-month employees will work their normal hours. All other employees may choose to work their normal hours, use personal leave, take dock-time, or make other arrangements regarding this time with their immediate supervisor. Employees who elect the dock-time and are on 24 pays must turn in a dock slip to payroll.

The district shall have the right to establish these procedures for the period 7-1-05 through 6-30-07. The district and the bargaining unit shall review the results of such procedures and determine during negotiations if the procedures shall be extended, allowed to expire or be modified in whole or in part.

Contrary to the above, paragraph 1, when such district scheduled early dismissals or late starts involve more than ten school days per academic year; e.g. every Monday which is not a holiday or non-contract day, the district shall requests that all SCAP employees hired to perform instructional assistance or student supervision sign up for either a "release from such hours list" or "wanting to work all such hours list" for all dates covered by such district scheduled early dismissals or late starts in the first five days of each academic school year or within five days of hire if hired after the academic school year has begun. The district shall honor the requests and assign additional hours required at some buildings from excess staff hours available from other buildings.

The decrease in hours resulting from the district not requiring all aides to work will not be factored into the benefit qualification, paid leave or paid holiday. These benefits, leaves, and holidays are paid (as if) the employee works.

## Section 7. Paramentors' Orientation

The district assumes no obligation to continue a program called Paramentors however; the district has willingly done so and will probably continue to do so into the future. The district believes that in addition to its formal administrative orientation for new hires to this unit that the use of employees who have shown exceptional qualities should serve as mentors to our new hires. The district selects these Paramentors at its sole discretion from a list of suggested names supplied to us by the unit's leadership.

So long as the district operates a paramentor program it will expect new hires to meet with their designated paramentor. The district understands that up to twenty minutes (20) of the orientation and mentoring may include a union orientation. The district currently pays the paramentor a stipend of \$50 per new hire. The district expects the paramentor and new hire to spend four hours over the first ninety days with each other. It is understood that at times this orientation takes place before or after the normal work day but it may also take place over paid breaks and duty free lunch periods.

## Section 8. Union Orientation at scheduled inservices

The local union shall be authorized to make presentations to employees during scheduled inservices.

## Section 9. Safety

The district shall have the right to establish these safety standards for the period 7-1-05 through 6-30-07. The district and the bargaining unit shall review the results of such safety standards as to impact on reduced work place injuries, reduced worker's compensation rates and reduced loss of work days and determine during negotiations if the standards shall be extended, allowed to expire or be modified in whole or in part.

The district shall have legitimate objective criteria for requesting "ability to perform" examinations as noted in "C" below and shall not simply require them of everyone. An objective example of an accident, an injury, or an illness requiring an ability to perform examination would be one requiring surgery and/or loss of more than ten (10) days of work, or a doctor's statement restricting an employee's ability to perform essential functions of their jobs.

- A. Each unit shall decide on at least one member to be part of a district task force on safety and participate in a review of these provisions.
- B. Each employee shall annually evaluate his/her physical ability to perform the required duties and responsibilities. Retirement and/or alternative employment is encouraged under circumstances where individual's physical and/or emotional factors limit an employee's effectiveness.
- C. Each employee who is involved with an accident, an injury, or illness, as noted above, whether on the job or while off-duty may be asked to participate in an evaluation by a physician as to his/her physical and/or emotional ability to perform the essential functions of their jobs. Such fitness to perform examinations shall be specific to actual job requirements and essential functions of the job the employee holds and if required shall be paid in full by the district. Failure to meet the standardized medically valid criteria of the specific job the employee holds shall be valid grounds not to return the employee to their position. However, the Americans with Disability Act (ADA) requirements for reasonable accommodations shall remain in force. Work hardening regimes, conditioning, or other forms of therapy may be required as a prerequisite to the employee returning to work. Whenever possible the district shall develop work duties suitable to the employee's capacity to perform and the employee shall return to such alternative duties as soon as practical after the accident, injury or illness.

## Section 10. Job Descriptions

The unit and the district shall review job requirements analysis periodically, but not less than every two years. If performance evaluations are based in part on duty rosters or job expectations then they shall be reviewed and updated not less than every two years.

## Section 11. Communications

The local Union President, Union Stewards and Chapter Chairperson may transmit communication authorized by the local Union to the Superintendent or his designee during normal working hours without loss of pay.

## Section 12. Agreement Preparation

At the conclusion of negotiations, when both sides have ratified the agreement, administration shall be responsible for preparing an updated agreement within 15 working days. The employee unit shall have 15 working days from receipt of the administrative draft to review, edit and correct the administrative effort. The district shall have 15 working days from receipt of the employee's corrections to make such actual corrections and run copies. A copy of the agreement shall be presented to all employees now employed and hereafter employed by the Board. Only language that has been modified in negotiations is subject to review. All other language is to remain as is.

## ARTICLE XVI - EVALUATION

All employees will be evaluated prior to the end of their probation period and at least annually thereafter, at least 30 days prior to the individual employee's last scheduled day for the fiscal year. Employees shall be given their evaluation in a sealed envelope and shall have three (3) working days to schedule a meeting with the evaluator, provided schedules allow. Employees shall have an additional three (3) working days to respond to the evaluation in writing. Evaluations are subject to the grievance procedure.

There are two evaluation instruments for this unit.

The "narrative" form Appendix "C" is for use with non-probationary employees. It is the evaluation form of record for this unit.

The "grid" form Appendix "C-1" may be used for probationary employees and those in their first full year of employment.

**ARTICLE XVII - RESERVED**

### **ARTICLE XVIII - SAVING CLAUSE**

In the event any article, section, or portion of this agreement should be held invalid and unenforceable by a Court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XIX - DURATION

This agreement shall be in effect from July 1, 2005 through June 30, 2007.

In witness thereof, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2005.

FOR THE UNIT

Earlene Ledford  
Trina Curtis  
Mary Jo Shinn  
Nella Klee Soendsen  
Kathleen Jo Erwin  
Amy L. Danay  
Daphne J. Donald  
Kathleen Phillips  
Dora Hintersmeister  
Julie Andreas  
T. Cuthompson  
Charlene Ruesenberry

FOR THE DISTRICT

Tom Sander  
Thomas L. Williams  
Clyde J. Evans



## APPENDIX A UNIFORM LANGUAGE

### Employee Insurance Benefit Plan

The Board agrees to provide to eligible employees as elsewhere defined in this agreement, as well as all those with grandfather rights to benefits, the following coverages and benefits.

On July 1, 2003 the district and units mutually agreed to modify coverages and plans. The district contributes the cost of the single premium of Plan "A PPO" per month, less one dollar. The employee contribution of \$1.00 per year is being done solely to meet the State of Iowa Insurance Commission rules so that our employees may legally "opt-out" of insurance programs. For employees electing to enroll in dependent coverages, the district shall contribute \$50 per month towards the cost of dependent coverage. The district and the units modified coverages again on July 1, 2004 and then again on July 1, 2005.

The coverages shown below shall be made available to all employees who qualify as per the terms and conditions outlined in the contract. The employee shall have the right to select from such benefits. The benefit plans shall run January to December. Employees shall select prior to their hire date, which benefits they shall take until the end of their first calendar year and have the opportunity to make annual adjustments as provided by IRS regulations.

The district's contribution shall be the cost of the single premium per month for plan "A PPO" less one dollar. The employee's contribution shall be \$1.00 per year for the "A" plan; other options are available to each employee and they may so choose such options with the district's contribution. Additionally, employees may elect to add pre-tax funds or post-tax funds, and those eligible to receive the health insurance deductible differential shall have \$12.50 monthly added to their total. [See next paragraph.] They may select from such benefits as may be made available to them or they may waive out of said benefits by providing the District with evidence of insurance from some other source. The employee, if qualified, may waive out of any or all benefits and receive up to \$170 per month less taxes and any other deductions as may be required in the form of earned wages or a 403(b). Effective 7-1-03 the district will pay out these monies in such a manner as to cost the district no more than \$170. The District reserves the right to change carriers, provided coverage levels in effect 7-1-05 does not change. Insurance plan documents, not the brief synopsis contained herein, shall be determination of actual coverage levels.

On July 1, 1995 the employees and district modified coverages and the district agreed to issue a stipend to the food workers and three AFSCME units. The \$150 annual stipend is paid out at an equal amount per paycheck, eg. \$6.25 per paycheck if 24 pays or \$12.50 per paycheck if 12 pays. The funds may be used to fund deductible exposure, or any reason the employee personally feels appropriate. These funds shall not be costed against the units in any future negotiations. Effective July 1, 2001 this unit shall provide this \$150 annual stipend only to those who enroll in the district health insurance program.

#### Cost of IRS-125 Flexible Spending Plan Administration:

The district shall pay the administrative fee for the IRS-125 Flexible Spending Plan account. Should the employee choose to not participate in the medical or day care reimbursement program they waive this amount.

## Health Insurance:

These are the plans available effective 7-1-05. All plans specified below include PCS managed care, a five million dollar lifetime maximum effective 7-1-04 and require pre-authorization. There is a lifetime cap on infertility of \$25,000 and there is no longer a deductible and coinsurance carryover in the fourth quarter. Alcohol, drug, mental and nerve disorders are the same as other coverages. For each plan, refer to actual plan booklet for coverage levels. On all plans, providers shall not be restricted but with the PPO plans the co-insurance is 90/10 in network and out of network is 80/20. All of the PPO plans have prescription drug plans have a \$10/20 co-pay without a maximum.

Employees may “buy-up” or “buy-down” amongst these choices so long as at least ten persons sign-up for the plan. Employee and family must be enrolled in the same plan. The Iowa School Employees Benefit Association (ISEBA) with Farm Bureau-Wellmark Blue Cross/Blue Shield Insurance as the plan administrator provides all plans. The employee may select from the plans shown below. All plans have three tier pricing: single, single plus one and family.

- |          |  |
|----------|--|
| A as PPO | All charges within PPO network are paid at 90/10. Enrollee pays \$10 co-pay within the network. Enrollee pays \$20 co-pay plus coinsurance outside the PPO network. The deductibles equal \$100 single and \$200 family. Maximum out of pocket equals \$500 single and \$1,000 family. [The Muscatine Education Association, Certified Administrators, Classified Professionals, Custodial-Maintenance & Mechanics, Secretarial, Clerical, Aide & Paraeducators, Food Workers and School Bus Drivers receive this as the standard plan.] |
| B as PPO | All charges within PPO network are paid at 90/10. Enrollee pays \$10 co-pay within the network. Enrollee pays \$20 co-pay plus coinsurance outside the PPO network. The deductibles equal \$250 single and \$500 family. Maximum out of pocket equals \$1,000 single and \$2,000 family.   |
| C as PPO | All charges within PPO network are paid at 90/10. Enrollee pays \$10 co-pay within the network. Enrollee pays \$20 co-pay plus coinsurance outside the PPO network. The deductibles equal \$500 single and \$1,000 family. Maximum out of pocket equals \$1,000 single and \$2,000 family.   |
| HSA      | All services are subject to deductible. There is no 4 <sup>th</sup> quarter carry-over, prescription drugs are covered under health at the in network level. Deductibles are \$1,000 single and \$2,000 family with maximum out of pocket of \$2,000 single and \$4,000 family. Coinsurance of all services applies to the out of pocket maximum. There is a lifetime maximum of \$500,000. See other details in plan booklet.   |

Current employees currently working 20 + hours per week who are beyond their probationary employment but do not qualify for employer paid health insurance may enroll if they enroll within thirty (30) days of becoming eligible. Employees working less than 20 hours per week who are beyond their probationary employment and who then get added hours in this unit or another MCSD position that bring them over 20 hours per week may enroll if they do so within thirty (30) days of becoming eligible. District employees hired for twenty (20) hours or more, not qualifying for district paid insurance may enroll if they do so within their first thirty (30) days of employment.

District employees, who at some point qualify for district paid insurance and at some later date do not, may utilize COBRA provisions or these provisions to remain in the district's plan. If they remain in the plan and do not drop coverages at the point of their change in status.

The employees eligible to enroll or continue coverages are responsible for payment of the required premium. A medical statement and/or other restrictions may apply. Contact the human resource office or the district's carrier for further details.

District employees are notified of their eligibility for benefits on their hire sheets. It is the responsibility of the employee to make application for such benefits.

Dental Insurance:

There shall be a plan that includes basic dental care of up to \$1,000 per single and per family member per year. There shall be a \$25 deductible per family member per year. There shall be a cost sharing of 50/50 on orthodontics. This shall be the standard plan for those eligible for dental insurance.

Life Insurance:

Life insurance shall be made available in units of \$5,000, \$10,000, \$15,000, \$20,000, \$40,000, \$50,000, \$100,000 and \$300,000. The policies shall include a double amount for accidental death.

Child care reimbursement:

As part of the District's IRS-125 Flexible Spending Plan the employee may select to use a portion of the District paid benefits towards child care.

Medical reimbursement:

As part of the District's IRS-125 Flexible Spending Plan the employee may select to use a portion of the District paid benefits towards medical reimbursements for items not covered through the other insurance programs.

403 (b) retirement program(s):

As part of the District's benefit plan the employee may select to use a portion of the District paid benefits towards an approved 403 (b) program.

Voluntary withholding:

As part of the District's benefit plan the employee may select to use their own monies towards any or all of the insurance programs and or retirement programs.

Credit Union Membership:

As part of the District's benefit plan the employee may select to use their own monies towards any or all of the services provided through Alcoa Credit Union. Employees may make changes submitted up to two times per year, September 1st through September 15th and May 1st through May 15th.

Modifications and limits to selection:

The IRS-125 Flexible Spending Plan and insurance providers may have limits beyond the control of the District to control entry and exit from programs. The School District shall have the right to apply reasonable restrictions to the number of voluntary withholdings and frequency of changes.

APPENDIX B UNION CARD

**AFSCME/Iowa Council 61, AFL-CIO**  
**NON-TRANSFERABLE**

Name of new member you signed up: \_\_\_\_\_

Your name \_\_\_\_\_

Your Social Security # \_\_\_\_\_

to \_\_\_\_\_

By signing up a new member, you are automatically enrolled in the AFSCME Council 61 Incentive Program and will receive \$10.00. Thank you for helping to build our union.

If you would like to donate your \$10 to P.E.O.P.L.E., check this box ☐

All earnings from this Incentive Program must be declared as income to the IRS. AFSCME Council 61 will pay no taxes on this amount for the individual.

65476

**AFSCME/IOWA COUNCIL 61, AFL-CIO**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**  
**AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION DUES**

By \_\_\_\_\_  
PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

Employer \_\_\_\_\_  
STATE THE NAME OF YOUR EMPLOYER AND YOUR DEPARTMENT

I hereby request and authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly union membership dues established by the AFSCME Local Union.

The amount shall be certified by AFSCME Council 61 Local Union No. \_\_\_\_\_ and any change in such amount shall be certified.

I, the undersigned, hereby designate AFSCME/Iowa Council 61 as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare.

EMPLOYEE'S SIGNATURE

DATE

SOCIAL SECURITY NUMBER

PLEASE PRINT STREET ADDRESS

JOB CLASSIFICATION

CITY

STATE

ZIP

**YOU HAVE A RIGHT TO UNION REPRESENTATION**

The United States Supreme Court and the Iowa Supreme Court ruled that you have a right to Union representation during any investigatory or disciplinary meeting where you have reason to believe a disciplinary action may occur to you because of information you are providing. The following has been provided to assist you as a guideline to determine whether or not you need Union representation when participating in any meeting with Management. You should ask the Management representative at the beginning of the meeting the following question: Is it possible that I will be disciplined for the information that I am about to give you? If the answer to that question is YES, it is recommended to you that you immediately seek Union representation. If the answer to the question is NO, it is strongly advised that you have Management put this assurance in writing and a copy given to you before you continue the interview with the Management representative(s).

Detach and retain this Temporary Membership Card. Your permanent card will be mailed to you.

**Congratulations!**

You have just joined with over 1.3 million members who make up the family of AFSCME.



**"There's Strength In Members"**

## APPENDIX C

### MUSCATINE COMMUNITY SCHOOL DISTRICT

#### EMPLOYEE EVALUATION REPORT

**Employee name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

It is the intention of a performance appraisal to serve as a critical part of the on-going communication process between supervisor and employee. The appraisal form is designed to pinpoint strengths and weakness and to identify areas where performance can be improved for the benefit of both the employee and the district.

A prime focus of the performance appraisal is the job description, to make certain that all comments are job related.

#### **NEEDS IMPROVEMENT**

Performance is below acceptable level and improvement is required.

#### **MEETS OR EXCEEDS JOB REQUIREMENTS**

Primary requirements and expectations for the position are met and job is being performed in an acceptable or exemplary manner.

### INSTRUCTIONS

#### **RATING INDIVIDUAL FACTORS:**

- \* Circle or enter NI or MR which corresponds to the performance rating given; NI is for Needs Improvement, MR is for Meets or Exceeds Requirements.
- \* Consider each factor separately and carefully.
- \* Give specific examples and explanations for each factor rated needs improvement or meets or exceeds expectations.

#### **APPROVALS:**

The immediate supervisor should sign and date the appraisal after the discussion with the Employee. (Please put contract language regarding evaluations here.)

## SECTION A: WORK PERFORMANCE

- |    |           |   |    |    |
|----|-----------|---|----|----|
| 1. | KNOWLEDGE | Understanding of fundamentals, skills, methods and procedures required for the job. | NI | MR |
|----|-----------|---|----|----|

Comments and specific examples:

- |    |          |                             |    |    |
|----|----------|-----------------------------|----|----|
| 2. | PLANNING | Organizes work efficiently. | NI | MR |
|----|----------|-----------------------------|----|----|

Comments and specific examples:

- |    |           |  |    |    |
|----|-----------|--|----|----|
| 3. | ACCURACY: | Frequency of mistakes and errors in job performance. | NI | MR |
|----|-----------|--|----|----|

Comments and specific examples:

- |    |               |                                    |    |    |
|----|---------------|------------------------------------|----|----|
| 4. | THOUROUGHNESS | Attention to detail, completeness. | NI | MR |
|----|---------------|------------------------------------|----|----|

Comments and specific examples:

- |    |         |                          |    |    |
|----|---------|--------------------------|----|----|
| 5. | QUALITY | Overall quality of work. | NI | MR |
|----|---------|--------------------------|----|----|

Comments and specific examples:

## SECTION B: FACTORS AFFECTING JOB PERFORMANCE

1. ADAPTABILITY: Conforms to instructions and policies NI MR

Comments and specific examples:

2. ATTENDANCE: Days absent, tardiness, break time. NI MR

Comments and specific examples:

3. COOPERATION: Working with others to achieve goals. NI MR

Comments and specific examples:

4. INITIATIVE: Ability to work independently and proceed in accordance with instructions and directions. NI MR

Comments and specific examples:

5. RELIABILITY: Dependable; maintains confidential. NI MR

Comments and specific examples:

6. ATTITUDE: Demonstrates a positive attitude towards the district, job responsibilities and working conditions. NI MR

Comments and specific examples:

ADDITIONAL:

EMPLOYEE COMMENTS:

OBJECTIVES FOR IMPROVING PERFORMANCE:

Employee's signature, acknowledging  
that this communication has been received:

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor's Signature

\_\_\_\_\_  
Date

(By signing this form the employee does not necessarily agree or disagree with the contents of the review.)



## APPENDIX "C-1"

**Muscatine School District**  
**Secretarial/Clerical/Aides/Paraeducators**  
**Evaluation Report**

Employee	Evaluator			
Job Classification	Probationary/First Year Evaluation:			
Location				
Area of Evaluation	Not Applicable	Needs Improvement	Acceptable	Above Average
<b>1. Attendance</b>				
A. Employee's daily attendance is				
B. Employee follows leave procedures				
C. Employee works on the "tough workdays"				
D. Employee can be counted on to work				
<b>2. Skills, talents &amp; abilities</b>				
A. Understands job expectations				
B. Accepts training and learns on the job				
C. Can perform all duties assigned				
<b>3. Job Performance</b>				
A. Reads and understands the duty roster				
B. Works to perform the job requirements				
C. Understands and uses work orders				
D. Meets with supervisor to resolve problems				
E. Follows safety procedures				
F. Accepts responsibility				
G. Performs duties with a high level of skill				
H. Displays initiative				
I. Performs duties in a timely manner				
<b>4. Working relationships</b>				
A. Performs duties with a positive attitude				
B. Accepts criticism, direction &/or changes				
C. Is courteous to students, staff supervisors and community members				
<b>5. Public employer expectations</b>				
A. Exercises good judgement				
B. Is dependable, reliable and honest				
C. Takes proper care of equipment				
D. Personal hygiene and appearance				
6. Comments and recommendations:				
Employee's Signature			Date	
Evaluator's Signature			Date	
The above signature confirms that the employee has received this evaluation, it does not necessarily imply agreement.				
scapeval				

**APPENDIX D**  
**Waivers of Testing**  
**Revised 7-1-01 & 7-1-03**

By virtue of the fact that all new employees of the Secretarial/Clerical/Aide/Paraeducator unit have passed the standardized examination before they are hired the following waivers apply to other employees of the Secretarial/Clerical/Aide/Paraeducator unit. The following shall have their standardized testing requirement waived when and if they apply for such new positions.

Clerks when and if they apply for secretarial positions. Secretaries when and if they apply for clerk positions.

Special education aides when they apply for hearing interpreter positions, building aide positions or media aide positions.

Hearing interpreters when they apply for special education aide or building aide positions or media aide positions.

Media aides when they apply for hearing interpreter positions, special education aide positions or building aide positions.

Secretarial/Clerical/Aide/Paraeducator unit employees who have earned an Associate or Bachelor of Arts/Science Degree may have the test waived.

Persons who took the initial test for reading aides in February of 1996 are waived by virtue of having passed the test.

Secretarial/Clerical/Aide/Paraeducator unit employees who have two (2) years of successful service in a previously held position, e.g. a secretary that formerly served as a building aide or special education aide could return to their former classification without taking the test.

In summary, testing may be waived for transfer between many Secretarial/Clerical/Aide/Paraeducator unit classifications, however, other minimum qualifications may exist.

Persons who have three (3) or more years of service in the Secretarial/Clerical/Aide/Paraeducator unit who desire to transfer (and are not exempt by one of the waivers above) must take the test. If they fail to pass they are deemed as not meeting the minimum qualifications for the position. The employee may then decline transfer or accept a trial period in the position. The trial period may include job expectations that include academic standards, e.g. Reading Aides must be able to read at an appropriately high level. Once the trial period has been requested the person is treated as any other candidate in a trial.

## APPENDIX E

### Paraeducator Generalist Certification

Employees in this unit who hold a valid Paraeducator Generalist Certificate issued by the state of Iowa shall receive \$.32 per hour in addition to their hourly rate.

In the event that any employee of the Muscatine Community School District obtains a State of Iowa Department of Education Paraeducator Specialist or Advanced certificate, the district and the union shall convene negotiations, pursuant to Article IV Section 2 to establish the correct rate of pay for the certificate(s).

## APPENDIX F

### Iowa Substitute Authorization

#### SCAP Sidebar to Article X Section 5 Employment Practice (Substitutes)

Unless prohibited by federal or state law, qualified employees who serve as a substitute teacher shall receive the district's substitute teacher's rate. Employees who assume substitute teacher duties will be granted leave time from their regular duties and said leave shall not detrimentally impact entitlement to fringe benefits under this collective bargaining agreement. Further, serving as a substitute teacher, per se, shall not be grounds for adverse action(s) in relation to attendance. Bargaining unit employees who serve as substitute teachers shall remain members of this bargaining unit and shall have return rights to their regular position.

If the district elects to use a qualified (Certified Paraeducator Generalist with Iowa Substitute Authorization or a person with BA/BS degree and Iowa Substitute Authorization) bargaining unit member who currently serves in the special education classroom as a substitute teacher, the district will first offer the opportunity to qualified unit members within the classroom on a rotating seniority basis.

If after the employee(s) in the same classroom have worked to the extent allowed by law or the contract, the district elects to use a qualified (person with BA/BS and Iowa Substitute Authorization) bargaining unit member as a substitute teacher in the classroom, the district will offer the opportunity to qualified unit members outside the classroom on a rotating seniority basis. Employees acting in a substitute teacher capacity shall not exceed 45 working days per instance, or the limit allowed by law, whichever is less.

Further, persons so qualified may be allowed to perform these duties on a per period basis at the building in which they work. The SCAP employees will dock themselves one hour of SCAP pay and in return provide the one-hour of service as a sub teacher and the school district will remunerate them at the rate established for a substitute teacher broken into an hourly rate.

## APPENDIX G

### Confidential Employees

1. Current confidential employees with the exception of Director of Resources Secretary will be offered the opportunity to become a part of the bargaining unit. Employees shall retain District hire date. This request shall be submitted in writing to the Director of Human Resources before July 1, 1995.

Wages will be grandfathered and they shall receive the same percentage wage increase as reflected in Article X. Any other benefits not specifically provided by this contract shall be forfeited upon entering bargaining unit.

2. As these five confidential positions open they will be posted as bargaining unit positions.

## APPENDIX H

### Paraeducator Specialist Endorsement

Any SCAP unit member that takes and receives a Paraeducator Specialist Endorsement to their Paraeducator Generalist Certificate in any area of concentration will receive a differential of \$.15 per hour in FY-05 and thereafter in addition to their wage on the pay scale plus any differential wage(s).

Areas of concentration are: Special Needs, Media and Technology, Early Childhood, Transition and ESL/Bilingual. Both parties agree that this agreement would include any area(s) the state would add in the future.

Multiple Specialist endorsements will be treated as one endorsement for differential wage purposes. That is a person holding a Special Needs endorsement that completes a second endorsement in Early Childhood would still only receive one differential.

Persons who are hired or transfer into a job that as a condition of employment requires Muscatine Management System (MMS) training would be required to take only the thirty hours currently designated to MMS in the Area IX training syllabus. By so doing the individual would fulfill the minimum qualifications for the position in Muscatine but would not meet the state requirements for the specialist endorsement. They would not receive the differential pay but they would still receive the stipend currently designated by practice.

Persons should be aware that to achieve the Specialist Endorsement in Special Needs the person is required to attend the entire specialist class even if they may have taken the portion of the class that is known locally as MMS at some earlier date.

The district acknowledges that taking the MMS class formerly known, as Dubuque Management System (DMS) will satisfy the training requirement for special education aides.

The person who accepts a position as a special education aide in this district shall either have taken the DMS or MMS training prior to accepting the position or must take it the next time it is offered. If they do not, they no longer meet the minimum qualification of the job. Earning the Special Needs endorsement also meets the minimum qualification.

To receive the specialist wage differential the employee must be able to show a reasonable correlation of job duties to the training received in the course. For example; the special needs class would be tied to almost any position that provides instructional assistance, it would normally exclude clerks and secretaries while the ESL/bilingual class could certainly be tied to clerks and secretaries as well as those performing classroom instructional assistance. The Human Resource Director ultimately must decide if there are disagreements. The same process will be used for resolving differences as is used in the ten-day trial.

## APPENDIX I

### State Imposed Changes to the Conditions of Employment

In the event the state of Iowa implements new testing or certification requirements for the Hearing Interpreters or any other requirement affecting the employment of a member of this unit, the district and the union shall convene negotiations for the purposes of discussing the terms and conditions of employment related to those requirements.

In the event the parties cannot mutually agree the matter will be submitted to interest arbitration procedure pursuant to Article IV Section 2.